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Attorneys for Defendant
TOCAD AMERICA, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JOBY, INC.,

Plaintiff,

v.

TOCAD AMERICA, INC.,

Defendant.

Case No. 3:07-CV-06455 (SI)

**STIPULATION RE JOBY, INC.'S
MOTION FOR PRELIMINARY
INJUNCTION**

1 On March 28, 2008, plaintiff Joby, Inc. ("Joby") filed a motion for a preliminary
 2 injunction against defendant Toca America, Inc. ("Toca"). The motion is currently set for
 3 hearing on May 30, 2008.

4 The parties have negotiated a resolution of Joby's request for injunctive relief regarding
 5 Toca's FlexPod and FlexPod Plus products existing in the marketplace as of the date of this
 6 Stipulation.

7 Accordingly, pursuant to Civil L.R. 7-12, THE PARTIES HEREBY STIPULATE AS
 8 FOLLOWS:

9 1. Toca will not create, produce, distribute, ship, import, sell, advertise, market or
 10 promote its existing FlexPod line of camera support products (including those sold under other
 11 brand names) after May 30, 2008.

12 2. Toca will not create, produce, ship or import its existing FlexPod Plus line of
 13 camera support products (including those sold under other brand names) after May 30, 2008.

14 3. Toca will not distribute, sell, advertise, market or promote its existing FlexPod
 15 Plus line of camera support products (including those sold under other brand names) after July 15,
 16 2008.

17 4. In reliance on the foregoing, Joby stipulates that its motion for preliminary
 18 injunction no longer requires decision by the Court and may be taken off the hearing calendar.

19
 20 Dated: May 6, 2008

FENWICK & WEST LLP

21
 22 By: /s/Virginia K. DeMarchi
 23 Virginia K. DeMarchi

24 Attorneys for Plaintiff
 25 JOBY, INC.

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1 Dated: May 6, 2008

PERKINS COIE LLP

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3 By: /s/Debra R. Bernard
4 Debra R. Bernard

5 Attorneys for Defendant
6 TOCAD AMERICA, INC.

7
8 PURSUANT TO STIPULATION, IT IS SO ORDERED.

9
10 Dated: _____, 2008

11
12 By: _____
13 The Honorable Susan Illston
14 United States District Court Judge

15 ATTESTATION

16 I, Virginia K. DeMarchi, attest that concurrence in the filing of this document has been
17 obtained from Debra R. Bernard, counsel for defendant Tocad America, Inc.

18 I declare under penalty of perjury that the foregoing is true and correct. Executed this 6th
19 day of May, 2008 in Mountain View, California.

20
21 /s/ Virginia K. DeMarchi
22 Virginia K. DeMarchi